

## **EXHIBIT B**

# HUMAN RESOURCES - It's About You

## US Employees Handbook

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### VII. LEAVING CREDIT SUISSE FIRST BOSTON

#### A. Resignation

Because employment at Credit Suisse First Boston is at will, employees have the right to resign from Credit Suisse First Boston at any time, subject to the notice requirement applicable to certain employees and set out under "Notice Requirement" below. An employee who wishes to resign should deliver a resignation letter to his or her Department Manager, who should immediately inform the Human Resources Department. The Human Resources Department will schedule an exit interview with the departing employee. Employees not subject to the notice requirement described below are requested to give at least two weeks' notice of resignation.

#### B. Termination by Credit Suisse First Boston

Because employment at Credit Suisse First Boston is at will, Credit Suisse First Boston may terminate the employment of any employee at any time, with or without cause or advance notice, except as required under "Notice Requirement" below. The Human Resources Department is responsible for reviewing, approving, and supervising all involuntary termination actions within the Firm.

#### C. Notice Requirement

All employees who are at the level of Vice President or Director at the time of termination and were hired as or promoted to, Vice President or Director on or after September 1, 1998 are required to give Credit Suisse First Boston written notice of 30 calendar days before resigning from the employ of Credit Suisse First Boston unless the employee was a Director at the time of termination and was either (a) hired on or after January 1, 2005; or (b) was promoted to Director on or after January 1, 2006 regardless of date of hire in which case the employee is required to give written notice of 60 calendar days before resigning from the employ of Credit Suisse First Boston. All employees who are Managing Directors on, or become Managing Directors at any time after, January 1, 2005 are required to give Credit Suisse First Boston written notice of 90 calendar days before resigning from the employ of Credit Suisse First Boston. These provisions shall apply unless a longer period is required by applicable contract, agreement or policy. In addition, awards received under the Credit Suisse Group Master Share Plan may contain separate obligations. Credit Suisse First Boston will give all employees covered by this policy written notice of 30 calendar days before terminating their employment for any reason other than for cause.

During any notice period (whether notice was given by the employee or by Credit Suisse First Boston) the employee will continue to be an employee, will be required to assist Credit Suisse First Boston in the transition of his or her responsibilities, and will be entitled to continue

to receive base salary and to participate in all benefit plans for which an employee at his or her level is eligible (but not to receive any incentive performance bonus that might otherwise be paid in respect of or during that period). Credit Suisse First Boston may require that the employee not come in to work during the notice period. In no event, however, may the employee perform services for any other employer during the notice period. Credit Suisse First Boston may, at its sole election, shorten the duration of the required notice period. If Credit Suisse First Boston shortens the notice period provided by an employee, Credit Suisse First Boston reserves the right, in its sole discretion, not to pay or provide benefits to the employee for any remaining notice period. If Credit Suisse First Boston shortens the notice period it is required to give to the employee, it will make a payment to the employee equal to the amount of base salary the employee otherwise would have earned during the unexpired notice period.

**D. Return of Company Property**

A departing employee must return all Firm property in his or her possession, including, but not limited to, identification and access cards; keys; corporate credit cards; personal computers, printers, fax machines, modems, and portable telephones; client files and records; rolodex files and customer and client lists; and memoranda, reports, and other documents, and computer software, disks, and files. Departing employees must also submit an up-to-date accounting of expenses to the Department Manager. Departing sales personnel must provide their Department Manager with a description of pending sales, sales calls, sales leads, etc.

**E. Safeguarding of Confidential Information after Leaving**

Employees are prohibited from using any of the Firm's confidential and proprietary information for any purpose and from disclosing such information to any person after they leave the Firm. Upon their departure, regardless of the reason therefor, they may be required to sign a statement acknowledging that they understand and will comply with this rule.

**F. Prohibition on Solicitation of Employees, Consultants, Independent Contractors, Customers and Clients after Leaving**

After termination of employment for any reason, employees who at the time of their termination of employment were at the level of Vice President, Director or Managing Director, are prohibited from:

- a. directly or indirectly soliciting, inducing or encouraging any employee of Credit Suisse First Boston and its parents and affiliates (the "Group"), or any consultant or independent contractor providing services to the Group, to leave the Group or to join or perform services for any other company, or
- b. directly or indirectly soliciting, inducing or encouraging any entity or person who is a customer or client of the Group to cease to engage the services of the Group in order to use the services of any entity or person that competes directly with a material business of the Group, where the identity of such customer or client, or the customer or client's need or desire for or receptiveness to services of a type offered by the Group, is known by the employee as a result of his or her employment with the Group.

For this purpose, termination of employment occurs after expiration of any period of notice given or required to be given prior to

resignation or a termination of employment by Credit Suisse First Boston. This provision shall apply for (i) 60 days after the termination of employment in the case of an employee who was a Managing Director at the time of termination of employment, or was a Director at the time of termination of employment and was either (a) hired on or after January 1, 2005, or (b) promoted to Director on or after January 1, 2006 regardless of date of hire; (ii) 30 days after the termination of employment in the case of an employee who was a Vice President at the time of termination of employment or was a Director at the time of termination of employment and was hired before January 1, 2005 and who became a Director before January 1, 2006, or (iii) in all cases, such longer period as required by applicable contract, agreement or policy. In addition, awards received under the Credit Suisse Group Master Share Plan may contain separate obligations.

**G. Payments by Credit Suisse First Boston**

It is not the policy of Credit Suisse First Boston to make severance payments to individuals whose employment has terminated. Credit Suisse First Boston may, at its sole discretion, enter into a written agreement with an individual whose employment has terminated pursuant to which it agrees to make a payment to the individual.

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**We Welcome Your Feedback**

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CREDIT SUISSE FIRST BOSTON

## MESSAGE FROM BRADY DOUGAN

To: All US Managing Directors

Date: February 21, 2005

### Update to Notice Requirement and Non-Solicit Provisions for MDs

Further to the announcement on December 23, 2004, we would like to provide you with additional details on the change in the existing Notice Requirement and Prohibition on Solicitation of Customers and Clients and Employees After Leaving for MDs.

Following a review of standard market practice among our competitors, CSFB decided to update these policies for MDs. The full text of these revised policies is set out on the tab of this Certification email. You are expected to certify that you have reviewed and acknowledged these policies by **March 15th**.

#### A summary of the details follows:

- MDs will be required to provide the Company with 90 days' written notice of their resignation from the Company.
- MDs will be prohibited from soliciting employees, consultants or independent contractors, as well as customers or clients, of CSFB and its parents and affiliates for 90 days after termination of employment.
- These provisions will apply unless a longer period is required by applicable contract, agreement, policy, law or regulation.
- Finally, awards received under the Credit Suisse Group Master Share Plan may contain separate obligations for MDs.

Once you have reviewed these provisions, you are required to certify that you are familiar with them, that you understand them and that you agree to comply fully with them and to promote compliance with them among your colleagues and those you supervise. You do this by clicking the button at the bottom of the form. You must do this by **March 15th**. This will act as your signature and will also reflect your understanding of these new policies and agreement to be bound by them.

There will be a follow-up procedure to ensure that Human Resources receives all certifications, and senior management will be notified of the names of those MDs who fail to respond. Please read these new requirements and submit your agreement as soon as possible and no later than **March 15th**.

Brady Dougan



## NOTICE REQUIREMENT FOR MANAGING DIRECTORS AS OF JANUARY 1, 2005

All employees at the level of Managing Director on or after January 1, 2005 are required to give CSFB written notice of 90 calendar days before resigning from the employ of CSFB. This provision shall apply unless a longer period is required by applicable contract, agreement, policy, law or regulation. In addition, awards received under the Credit Suisse Group Master Share Plan may contain separate obligations for Managing Directors. CSFB will give Managing Directors written notice of 30 calendar days before terminating their employment for any reason other than for cause or disability (as defined in the Company's long term disability plans applicable to you). During the notice period the employee will continue to be an employee, will be required to assist CSFB in the transition of his or her responsibilities and will be entitled to continue to receive base salary and to participate in all benefit plans for which an employee at his or her level is eligible (but not for a cash bonus or incentive performance bonus that might otherwise be paid in respect of or during that period). CSFB may require that the employee not come in to work during the notice period. In no event, however, may the employee perform services for any other employer during the notice period. CSFB may, at its sole election, shorten the duration of the required notice period. If CSFB shortens the notice period (a) the employee has provided CSFB with the right, in its sole discretion, to not pay the employee for any remaining notice period, or (b) CSFB is required to give to the employee, at its sole discretion, a payment to the employee equal to the amount of base salary the employee otherwise would have earned during the required notice period.

## PROHIBITION ON SOLICITATION OF CUSTOMERS AND CLIENTS AND EMPLOYEES AFTER LEAVING

### FOR MANAGING DIRECTORS AS OF JANUARY 1, 2005

For 60 days after the termination of their employment, Managing Directors are prohibited from:

- A) directly or indirectly soliciting, inducing or encouraging any employee of CSFB and its parents and affiliates (the "Group"), or any consultant or independent contractor providing services to the Group, to leave the Group or to join, or perform services for, any other company, or
- B) directly or indirectly soliciting, inducing or encouraging any entity or person who is a customer or client of the Group to cease to engage the services of the Group in order to use the services of any entity or person that competes directly with a material business of the Group, where the identity of such customer or client or the customer or client's need or desire for its receptiveness to services of a type offered by the Group is known by you as a result of your employment with the Group.

For this purpose, termination of employment occurs after expiration of any period of notice given or required to be given prior to resignation or a termination of employment by CSFB. This provision shall apply unless a longer period is required by applicable contract, agreement, policy, law or regulation. In addition, awards received under the Credit Suisse Group Master Share Plan may contain separate obligations for Managing Directors.

I AGREE